of the common law as is applicable and not inconsistent with the constitution of the United States." The court states that the common-law rule against champerty is being relaxed in the United States and a majority of the courts of this country permit greater liberty of contract between attorney and client, drawing a line only in those instances in which the attorney agrees to pay all expense on the basis of a contingent fee. The courts of England have been from an early day, and still are, opposed to contracts of this nature, *Hilton* v. *Woods,* L. R. 4 Eq. 432; *In re Masters,* 1 H. & W. 348; *Strange* v. *Brennan,* 15 Sim. 346; affirmed in 2 Coop. 1, even going so far as to hold that an attorney cannot take a security for future services from his client. *Pitcher* v. *Rigby,* 9 Price, 83; *In re Foster,* 6 Jur. N. S. 687. In the United States, the decisions are in conflict. From the one extreme, holding all contracts between attorney and client contemplating a contingent fee champertous, many, and the majority of the courts, have gone far in the opposite direction. *Elliott* v. *McClelland,* 17 Ala. 206, presents the older and minority view in holding that a contract by which an attorney was to collect money for his client and for his services "to retain on the sums collected 20 per cent., or to be paid $200 as he shall elect" void as champertous. See also *Slade* v. *Rhodes,* 22 N. C. 24; *Ackert* v. *Barker,* 131 Mass. 436; *Scobey* v. *Ross,* 13 Ind. 117; *Butler* v. *Legro,* 62 N. H. 350; *Miles* v. *Collins,* 1 Metc. (Ky.) 308; *Merritt* v. *Lambert,* 10 Paige 352; *Wallis* v. *Loubat,* 2 Denio. 607, but see N. Y. CODE CIV. PRO., § 66, applied in *Benedict* v. *Stuart,* 23 Barb. 420. The other extreme, which lays down the doctrine followed by the principal case in which it is said that such a rule is the majority rule in the United States, is to the effect that an attorney's fee may be contingent upon his success and payable out of the proceeds of litigation, as there is nothing contrary to laws, morals or public policy in such a contract. *Stanton* v. *Embrey,* 93 U. S. 548; *Taylor* v. *Bemiss,* 110 U. S .42; *Aultman* v. *Waddle,* 40 Kan. 195; *Duke* v. *Harper,* 2 Mo. App. 1, affirmed in 66 Mo. 51; *Terney* v. *Wilson,* 45 N. J. L. 282. There is a limit, however, placed on this power of contracting, both by the court in the principal case and by a number of other tribunals, which is that the agreement must not include the payment of costs of litigation by the attorney in case the suit fails. *Kelly* v. *Kelly,* 86 Wis. 170; *Martin* v. *Clarke,* 8 R. I. 389; 5 Am. Rep. 586; *Burnham* v. *Heselton,* 84 Me 578; *Taylor* v. *Hinton,* 66 Ga. 743; *Neal* v .*Franklin County,* 43 Ill. App. 267: But it is allowable for an attorney to loan his client money with which to pay the costs of the suit, as held in the case in hand, and in *Bristol* v. *Dann,* 12 Wend 142. Certain courts have gone so far as to uphold contracts in which such costs were to be paid by the attorney. *Wildey* v. *Crane,* 63 Mich. 720; *Hassell* v. *Van Houten,* 39 N. J. Eq. 105; *Brown* v. *Bigne,* 21 Ore. 260; *Bentinck* v. *Franklin,* 38 Tex. 458.

COMMERCE—CARRIERS—FEDERAL EMPLOYER'S LIABILITY ACT HELD CONSTITUTIONAL.—The Federal Employer's Liability Act (35 STAT. at L. 65, Ch. 149; U. S. COMP. STAT. SUPP. 1909, p. 1171) and the amendment thereto of April 5, 1910 (36 STAT. at L. 291, Ch. 143) abolishing the fellow-servant doctrine and the doctrine of assumption of risk, and modifying the application of the doctrine of contributory negligence by the introduction of the rule of com-

parative negligence, in relation to injuries incurred by employees of interstate railway carriers, was held to be constitutional in *Mondou* v. *New York, N. H. & H. R. Co.* (1912), 32 Sup. Ct. 169. See NOTE AND COMMENT, p. 478 *ante*.

COMMERCE—STATE REGULATION—INTOXICATING LIQUORS—CARRIER'S REFUSAL TO ACCEPT.—A brewing company in Indiana offered a shipment of liquor to the defendant carrier for delivery in Kentucky. It was consigned to localities in that State where local option prohibitory laws prevailed, making transportation of such shipments unlawful. The defendant carrier, incorporated under the laws of Kentucky, refused to accept the shipment. *Held*, that the shipment was interstate commerce; that the statute of a State as applied to such interstate shipment is an unlawful regulation of commerce and of no force; that the carrier, not being bound by such law, must accept the shipment. *Louisville & Nashville Ry. Co.* v. *F. W. Cook Brewing Co.* (1912), 32 Sup. Ct. 189.

The decision, while a logical development, *Lord* v. *Steamship Co.*, 102 U. S. 541, 26 L. Ed. 224; *Hanley* v. *Kansas City Ry. Co.*, 187 U. S. 617, 47 L. Ed. 333; *Grimes* v. *Eddy*, 126 Mo. 168, 26 L. R. A. 638; *Selvege* v. *St. L. etc. Ry.*, 135 Mo. 163, 36 S. W. 652; is yet not in keeping with the spirit of the Wilson Act. The States, under their police power, could always constitutionally prohibit certain sales of liquor within their borders. *Mugler* v. *Kansas*, 123 U. S. 623. But prior to the so-called Wilson Act, this power did not extend to a sale by an importer while in the original package. *Brown* v. *Maryland*, 12 Wheat. 419; *Leisy* v. *Hardin*, 135 U. S. 100, 34 L. Ed. 128. The Wilson Act modified the "original package" doctrine, but *only* as to commerce in liquor. *Heyman* v. *Southern Ry. Co.*, 203 U. S. 270. It did not affect the power of Congress over interstate commerce as such. It simply permits the State to exercise its police powers, over the *liquor* commerce, immediately upon the "arrival" of the goods in the hands of any citizen of the legislating State, and even while in the original package. *In re Rahrer*, 140 U. S. 545, 35 L. Ed. 572; *Meyer, Jossen & Co.* v. *Mobile*, 147 Fed. 843; *Cantini* v. *Tillman*, 54 Fed. 969. The "arrival" point is not reached however, until the transit is ended. This is upon delivery to the consignee. Whether arrival at destination and the lapse of sufficient time after proper notice to consignee constitutes "arrival," is not determined. *Heyman* v. *Southern Ry. Co.*, 203 U. S .270; *Westheimer & Sons* v. *Habinck*, 131 Iowa 643; 9 CUR. LAW 584-7.

CONSTITUTIONAL LAW — EQUAL PROTECTION — DISCRIMINATION IN LICENSE TAX.—The State of Montana passed a law taxing laundries, exempting from its scope all steam laundries, and all women engaged in the laundry business where not more than two women were employed. It was attacked as discriminating in such a way, between instrumentalities employed in the same business and between women and men, as to deny the equal protection of the law to men operating hand laundries. *Held*, (Mr. Justice LAMAR dissenting) to be a reasonable basis of distinction and not in violation of the Fourteenth Amendment of the Constitution of the United States. *Quong Wing* v. *Kirkendall* (1912), 32 Sup. Ct. 192.

The broad economic viewpoint of woman's position, as recognized in *Muller* v. *Oregon*, 208 U. S. 412, is, in this case, adapted and applied to license